

In addition, Mr. Miller's statement (p. 5) that use of the Web/GUI "does not require the [C]LEC to develop its own programs or applications" is misleading. This statement is only correct if one assumes that a CLEC's nondiscriminatory use of NYT's electronic systems should include the CLEC's use of human (rather than fully electronic) intervention to transfer data from its own OSS to the NYT Web/GUI and of human intervention to enter data from NYT's Web/GUI back to its own OSS. As noted above, in order for the Web/GUI to qualify as an "electronic interface," these functions must be done without human intervention, a capability that is not available with NYT's Web/GUI. As the FCC has found, "[o]bviously, an incumbent that provisions network resources electronically does not discharge its obligation under Section 251(c)(3) by offering competing providers access that involves human intervention."⁵

In sum, the Web/GUI does not provide CLECs with parity support, because it requires CLEC representatives to act as the human "system coordinator" between the CLEC's systems and NYT's system through the requirement of "double data entry."

Q. WHAT DO YOU MEAN BY "DOUBLE DATA ENTRY"?

⁵ Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, FCC 96-325, released August 8, 1996, ¶ 523.

When CLEC representatives use the Web/GUI for ordering, pre-ordering and maintenance, they are entering data onto NYT's Web page, but they are not entering that data into their own systems. Likewise, when they receive data from NYT over the Web/GUI, there is no structured way to enter the NYT data into the CLEC's systems. Thus, in order for CLEC representatives to coordinate data between the two carriers' systems, they must personally enter information into both the CLEC and NYT systems. For example, when a CLEC representative places an order using the Web/GUI, he or she must also enter the information about the customer and the services being ordered into the CLEC's own data systems. Moreover, when the CLEC receives information about an order from NYT (e.g. an order confirmation), that information must likewise be manually entered into the CLEC's system. Thus, unlike NYT representatives, the CLEC's representatives must be trained on and be able to operate two different systems. In contrast, NYT representatives only have to be trained in NYT's systems and they only have to enter customer information once, directly into NYT's electronic systems.

Q. WHAT IMPACTS DOES DOUBLE DATA ENTRY HAVE ON CLECS AND CONSUMERS?

Double data entry increases CLECs' costs and CLEC representatives' transaction time with consumers, and it significantly magnifies the potential for errors in processing CLEC customers' orders. This, in turn, makes it

less convenient for consumers to deal with CLECs, and it reduces customers' willingness to deal with CLECs, making them less effective competitors.

Q. ARE THERE ELECTRONIC ALTERNATIVES TO THE DOUBLE DATA ENTRY PROBLEM FOR THE WEB/GUI?

A. No, not in any practical sense. The only alternative is for the CLEC to develop and deploy additional expensive, complex and unique "screen scraping" application software that is capable of capturing data that the CLEC's representatives send to, or receive from, NYT's unique Web/GUI and converting it to formats that the CLEC's system can manipulate and present to the service representative in a common format. This is extremely difficult because none of the data that passes across the Web/GUI is in a common structured format. Further, there are no industry standards for NYT's, or any other incumbent LEC's, Web/GUI, and NYT retains the ability to modify its Web/GUI at will. Thus, it would be virtually impossible for any CLEC's screen scraping applications to keep pace with changes to NYT's Web/GUI.

Q. ARE THERE OTHER DEFICIENCIES WITH THE WEB/GUI?

A. The absence of real-time system-to-system interactivity also places CLEC representatives at an additional disadvantage compared to NYT representatives, because CLEC personnel will not have immediate responses from "system edits" that NYT has developed to reduce the likelihood of ordering errors. Such system edits check for, and force NYT

representatives to correct, routine types of errors before the system allows them to submit an order into NYT's systems. The Web/GUI does not give CLEC representatives immediate responses from NYT's system edits, thus increasing the possibility of errors in CLEC orders.

Q. WHY IS THE EIF OPTION UNACCEPTABLE TO AT&T? ISN'T THIS AN INDUSTRY STANDARD?

A. AT&T is a strong advocate of industry standards, because standards are a competitively neutral way to enable all carriers, including incumbent LECs, to develop systems that interact with each other. In contrast, however, AT&T does not believe it is reasonable to require CLECs to expend resources to develop to unique and non-standard incumbent LEC OSS interfaces.

Contrary to the impression that NYT seeks to convey in Mr. Miller's affidavit (pp. 4-5), however, NYT's EIF is not an industry standard. EIF is a NYNEX-specific, non-standard) interface which NYNEX has only proposed for consideration as a messaging protocol to industry bodies such as the Electronic Communications Implementation Committee ("ECIC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). At least four other types of messaging protocols have also been proposed to the ECIC. Moreover, in a recent report, the ECIC rated NYT's EIF last.

Furthermore, as far as using any data model contained within NYT's EIF, the Ordering and Billing Forum ("OBF") of

Q. PLEASE DESCRIBE SOME OF THE INCONSISTENCIES AND OMISSIONS IN NYT'S DOCUMENTATION.

A. After reviewing copies of NYT's documentation for EDI, AT&T identified over 50 pages which contained inconsistencies and omissions. In particular, a number of the data elements contained in the NYNEX Data Definition Document ("the Data Definitions"), the NYNEX EIF Mechanized Specifications Document ("the EIF Specifications"), and the NYNEX EDI Implementation Guide ("the EDI Guide") are inconsistent with each other. Moreover, the NYT documentation omits such areas as PBX trunks, complex listings, and seasonal suspensions.⁶

Similarly, NYT's explanation of its business rules regarding EDI has been incomplete or inconsistent in several important respects. For example, NYT has not yet provided documentation on the codes used to identify (i) errors in orders, (ii) the reasons for rejection of orders or (iii) jeopardies in the completion of orders. Instead, NYT has asserted that if and when error codes or other structured responses "are implemented," "this information will be made available. Until such time, when it identifies errors in, or rejects, a CLEC's orders, NYT will only respond to the CLEC with "queries," to which the CLEC must respond, a cumbersome and commercially unreasonable practice.

⁶ NYNEX's EDI guidelines also omit numerous features and packages that AT&T intends to offer, including all call blocking, caller ID, and call return.

Q. HOW DO THE INCONSISTENCIES AND OMISSIONS IN THE DATA ELEMENTS IN THE NYT DOCUMENTATION PRECLUDE A CLEC FROM BUILDING RELIABLE SYSTEMS TO INTERFACE WITH NYT'S ELECTRONIC SYSTEMS?

A. If a CLEC's systems do not provide service order information to NYT's systems in NYT's required formats, NYT will reject the order. This not only increases a CLEC's costs, but it also causes delays in provisioning service and substantial customer dissatisfaction with the CLEC, all of which make the CLEC a less effective competitor.

Q. HOW DO THE INCONSISTENCIES AND OMISSIONS IN THE NYT BUSINESS RULES AFFECT A CLEC'S ABILITY TO HAVE COMMERCIALY REASONABLE ACCESS TO NYT'S ELECTRONIC OSSs?

A. Interface specifications alone are of little use without a knowledge of NYT's business rules. Only when a service order is issued using all of the NYT-mandated business rules will the service order be completed in NYT's systems as requested by the CLEC and as promised to the customer by the CLEC's representative. As Mr. Miller states in his affidavit (p. 6), business rules "must be adhered to for the ordering process to complete successfully."

Even when they use the same standard or specification, AT&T and NYT may have different rules on issues that relate to items such as order numbers, PIC data, and relationships

between Universal Service Order Codes ("USOCs").⁷ Thus, if AT&T's application of business rules is not synchronized with NYT's rules, AT&T's service requests will not be successfully or timely processed in NYT's systems.⁸

Moreover, in contrast to specifications, business rules define valid relationships in the creation and processing of orders. Thus, NYT's (or any entity's) business rules are not simply a document. Rather, they are the amalgamation of NYT's unique methods and procedures, system design parameters, and other policies and practices. These business rules cannot be known by AT&T or other CLECs unless they are shared by NYT.

Lack of knowledge of business rules can have a profound effect on a CLEC. For example, the above-described failure of NYT to provide AT&T with error and rejection codes will hinder AT&T's ability to have its transactions processed in NYT's support systems. Without these codes, AT&T will be unable to determine whether NYT's claims that orders contain errors are correct; why NYT has rejected the orders; or when and why customers must be informed that their scheduled

⁷ USOCs are the codes that are used in the ordering and billing process to refer to carriers' service offerings. NYT currently has over 30,000 such USOCs.

⁸ The "Migration As Specified" problem and NYT's delay in processing changes to initial orders, both of which are discussed below, are examples of problems that result when carriers' systems are not synchronized.

orders may be delayed. As in the case of the inconsistencies and omissions in data elements, NYT's failure to provide CLECs with such business rules will result in increased CLEC costs and customer dissatisfaction with the CLEC.

Q. HAS AT&T ATTEMPTED TO RESOLVE THESE INCONSISTENCIES AND OMISSIONS IN NYT'S DOCUMENTATION AND BUSINESS RULES WITH NYT?

A. Yes. On numerous occasions, beginning in October 1996, AT&T raised these issues with NYT and requested that the two sides meet to resolve the problems. Although the parties have met on a number of occasions and have resolved some matters, substantial areas still need to be resolved.

Q. WHEN DID AT&T BEGIN EDI DISCUSSIONS WITH NYT?

A. AT&T asked to discuss EDI issues with NYNEX as early as May of last year. However, upon NYT's request to the Commission, NYT was not required to discuss EDI matters with AT&T before July 15, 1996. AT&T thus resumed its efforts on July 18, 1996, when it requested a meeting with NYT's EDI personnel "as soon as possible" to discuss the formation and documentation of EDI specifications. At that time, AT&T advised NYT that the NYT Reseller EDI Guidelines were unusable in their current state.

Q. WERE THERE SUBSEQUENT MEETINGS?

A. Yes. During July and August 1996, AT&T and NYNEX met to discuss EDI issues, and NYT published a new draft of its

EDI guidelines. Although the revised EDI guidelines were an improvement, they failed to address some of AT&T's major concerns, including NYT's lack of documentation regarding notification of order completions.

In September 1996, NYNEX published a new set of EDI guidelines. The guidelines, however, did not resolve the problems that AT&T had raised regarding the data element business rules and the mapping of data elements to EDI transactions. AT&T advised NYT of these problems and requested that the parties again meet to discuss the matter. The parties met again, and held a series of meetings, in October and November 1996.

Q. WHAT WERE AT&T'S PRINCIPAL CONCERNS AT THAT TIME?

A. In those meetings, AT&T representatives (including myself) described the inconsistencies and omissions in NYT's EDI specifications and data elements. AT&T emphasized that resolution of these problems was essential in order for CLECs to compete effectively. Moreover, AT&T stressed that the parties should begin to work together immediately to resolve these issues, because AT&T could not unilaterally decide how NYT's data elements would map into the EDI transactions.

Q. HOW DID NYT RESPOND TO AT&T'S REQUESTS?

A. NYT stated that although it would attempt to resolve any discrepancies between its documents, it would not consolidate the documents into a consistent format.

Q. DID ADDITIONAL PROBLEMS ARISE?

A. Yes. NYT further compounded the already-existing EDI problems in late October 1996 when it asserted -- for the first time -- that it would not process a "Migration As Specified" order. This was an industry standard that would allow CLECs to submit a service order to an incumbent which simply identifies all services the CLEC wishes to purchase from the incumbent for a specific resale customer.

Q. HOW DID AT&T RESPOND?

A. After learning NYT's position, AT&T advised NYT that although it was willing to work with NYT to resolve the new dispute over the Migration As Specified service order issue, it was important for NYT to continue to resolve the inconsistencies and omissions in the EDI data. When the parties were still unable to resolve the Migration as Specified dispute by January 1997, AT&T was forced to bring NYT's refusal to support Migration As Specified service orders and other interface issues to the attention of the Department of Public Service.

Q. DID THE PARTIES HAVE SUBSEQUENT COMMUNICATIONS REGARDING NYT'S EDI PROPOSAL?

In late January 1997, NYT stated that it would meet with AT&T to discuss the outstanding EDI interface issues. Although AT&T believed that the responsibility for reconciling the discrepancies in NYT's EDI documents rested with NYT, in order to expedite resolution, AT&T decided that

it would assume the responsibility to prepare -- at considerable expense -- a comprehensive consolidation of NYT's documentation. NYT, however, initially declined to commit itself to a meeting or to review AT&T's analysis of the discrepancies of the EDI documentation.

Despite NYT's response, AT&T continued to emphasize to NYT the critical need to resolve the problems with its EDI documentation. On or about March 3, 1997, AT&T sent to NYT the two documents that AT&T had prepared: a Joint Interface Agreement ("JIA"), which compiled the data elements and business rules that NYNEX had disseminated in its Data Definitions, EIF Specifications, and EDI Guide; and a matrix ("eyechart"), which not only detailed the data elements that are required to support various types of service order transactions, but also served to baseline how the data elements in the JIA would be used in the agreed-upon EDI transactions. These documents, which are over 700 pages in length, cost AT&T thousands of dollars to prepare.

AT&T requested NYT to submit a response by March 10 that either concurred with or corrected the business rules and data element listings detailed in these documents. NYT, however, declined to commit itself to make a comprehensive response to AT&T's documentation; it has merely committed itself "conceptually" to the concept of a JIA.

Q. DO THE PROBLEMS WITH NYT'S OSS SYSTEMS ALSO AFFECT CLECs' ABILITY TO OBTAIN UNES FROM NYT?

In addition, NYT has had virtually no experience in provisioning UNEs, which Mr. Miller (p. 10) describes as "an extremely complex process," and NYT provides no data on its ability to comply with its duty to deliver nondiscriminatory access to provisioning functionality. Indeed, some of NYT's network elements, including local switching, were not even scheduled to become available until April 1. Moreover, as noted in the statement of Eileen Halloran, NYT has not yet provided CLECs with training on how to order some key UNEs from NYT. In the absence of such training, and a commercial application of the systems used to order and provision UNEs, there is no basis to conclude that NYT can support the ordering and provisioning of UNEs in a commercially reasonable manner.

Further, Mr. Miller (p. 11) acknowledges that NYT does not have fully electronic systems to support repair and maintenance functions for UNEs, stating only that "upgrades to provide full electronic processing are planned" and that electronic testing capabilities for special service circuits may be available "in the near future." No specifics of NYT's plans are discussed, nor are any dates provided regarding NYT's implementation, testing or use of such capabilities.

Q. ARE THERE OTHER REASONS WHY NYT'S CURRENT SYSTEMS ARE INCAPABLE OF PROVIDING COMMERCIALY REASONABLE OSS SUPPORT FOR CLECs?

A. Yes. Mr. Miller's affidavit (p. 10) frankly states that "most [CLEC] service orders require manual intervention by a NYNEX New York wholesale representative." This places CLECs at a significant disadvantage to NYT in serving customers, because of the previously described problems of slower response time, higher likelihood of error and overall greater cost.

Furthermore, it appears that NYT is not even planning to eliminate manual processing of CLEC orders in the near future. For example, Mr. Miller's affidavit (p. 10) states only that NYT "is in the process of implementing modifications to reduce the instances where manual processing is required" (emphasis added).

Moreover, I am informed that in recent discussions among carriers and Commission staff, NYT representatives indicated that NYT does not expect to be able to provide full electronic processing of CLEC orders until the end of 1997, and that NYT does not expect to fully automate orders of 10 or more lines (i.e., substantial portions of the orders from large business customers), even as of that date.

II. NYT's Attempts to Place Unreasonable Restrictions on CLECs' Ability to Resell NYT Services

Q. HAS NYT ATTEMPTED TO IMPOSE UNREASONABLE CONDITIONS THAT AFFECT CLECs' ABILITY TO ORDER RESOLD SERVICES?

A. Yes. Specifically, NYT has refused to allow CLECs to place orders for service on a "Migration As Specified" basis, even though there is an industry standard for such

orders which is being applied by other RBOCs and even though NYT accepts such orders today for its own new customers. Moreover, even though NYT has indicated that it may agree to modify its position in some respects, it still seeks to impose unreasonable charges for this option. In addition, NYT has declined to permit CLECs to submit changes to customer orders until they have been completed in NYT's systems, even though NYT service representatives can make changes to orders while they are pending in NYT's systems.

Q. WHAT IS A "MIGRATION AS SPECIFIED" ORDER FOR RESALE SERVICES?

A. A "Migration As Specified" order is a simple order that provides customer identifying information and references only the services that a CLEC wishes to purchase in order to serve that customer. In essence, this enables a CLEC to send an order that is based on the exact "menu" of incumbent LEC services it wishes to offer and that only requires the CLEC to identify those services which it actually wishes to resell to the customer. Industry standards provide a means for incumbent LECs to accept such a simple order for resold services, and my understanding is that most RBOCs have agreed to accept such orders, including Bell Atlantic, Pacific Bell, Ameritech and BellSouth. AT&T's systems were designed to conform to such standards. Migration As Specified orders are particularly important in providing service to multiline business customers and to high-end residential customers who purchase numerous optional

services, market segments in which AT&T expects the greatest amount of competition, especially during the early phases of CLEC market entry.

Q. WHEN DID AT&T DISCOVER THIS PROBLEM?

A. Prior to last fall, AT&T assumed that NYT's EDI would conform to industry standards and allow CLECs to submit Migration As Specified orders. Indeed, at numerous resale collaborative sessions, NYT stated that it intended to build systems to industry standards. However, in October 1996, during discussions with NYT regarding the implementation of its EDI specifications, AT&T learned for the first time that NYT did not intend to permit AT&T to submit "Migration As Specified" orders.

Q. WHAT DID NYT DEMAND FROM AT&T?

A. Despite the fact that AT&T's request was for an industry standard -- a standard which most other RBOCs are (or will be) prepared to meet -- NYT refused to permit AT&T to submit Migration As Specified orders. Instead, NYT insisted that AT&T orders for resale customers must both identify those services which AT&T intended to purchase for resale to that customer and also expressly identify to NYT's systems all services that the customer was then purchasing from NYT but that AT&T did not intend to resell.

Q. WOULD THAT HAVE CREATED PROBLEMS FOR AT&T AND ITS SYSTEMS?

A. Yes. AT&T's systems are built to conform to the industry EDI guidelines, which require AT&T to:

- (1) be aware of and track only the USOCs of those incumbent LEC services it wishes to offer for resale; and
- (2) identify to the incumbent LEC which of those services AT&T wishes to purchase for a particular customer.

In contrast, in order to implement NYT's ordering methodology and be compatible with NYT's system requirements, AT&T would have had to invest in costly and time-consuming systems development, which I estimate could cost over \$500,000. More important, such modifications would have taken 6-9 months to complete. I also estimate that ongoing systems upgrades could cost about \$100,000 annually. Moreover, AT&T would be completely subject to NYT's decisions to modify any of its 30,000 services, even if AT&T chose not to purchase a number of them.

Q. WHY WOULD SUCH DEVELOPMENT HAVE BEEN NECESSARY?

A. Complying with NYT's demand would have been much more complex than might be imagined. The development work necessary to meet NYT's requirements would have required AT&T to:

- (1) program and maintain within its systems infrastructure all services NYT offers, which

today includes over 30,000 USOCs, even though AT&T does not plan to resell all such services;

- (2) recognize all NYT USOCs on a customer's service record;⁹
- (3) determine which NYT services (USOCs) AT&T wished to purchase for resale to the customer (whether or not such USOCs appear on the customer's service record);
- (4) determine which USOCs on the customer's service record AT&T would not be purchasing from NYT for resale to that customer; and
- (5) notify NYT, based on the individual customer's existing service record, which NYT services (USOCs) AT&T would be purchasing for resale and which it would not be purchasing.

In addition, all AT&T service representatives would have to be trained on all of NYT's services, even though AT&T is not planning to resell all of those services. And, as discussed above, AT&T representatives, unlike NYT representatives, would have to be trained on how to operate in both the NYT and AT&T OSS environments.

Q. DID AT&T ATTEMPT TO NEGOTIATE WITH NYT REGARDING ITS REFUSAL TO ACCEPT MIGRATION AS SPECIFIED ORDERS?

⁹ Under NYT's requirements, CLECs using this system must always access a customer's Customer Service Record. AT&T does not object to this requirement.

A. Yes. AT&T treated this issues as a very high priority, particularly because of the delays this would cause in AT&T's ability to enter the local services market in New York. Accordingly, we attempted immediately to work this issue through with NYT. As described above, AT&T first identified this issue in October 1996. NYT requested the month of November to assess AT&T's requirements. After a series of meetings, NYT indicated it would not support a Migration As Specified ordering methodology.

Q. DURING SUBSEQUENT NEGOTIATIONS, DID NYT OFFER TO CHANGE ITS REQUIREMENTS ON THIS MATTER?

A. In December 1996, AT&T proposed that NYT process Migration As Specified orders subject to a specific volume limitation, until NYT was able to develop a fully automated process. In a letter dated January 17, 1997, NYT indicated a willingness to process Migration As Specified orders from AT&T, but only under certain conditions. For example, NYT stated that it would process these orders only on a manual and interim basis, and that AT&T would have to bear the responsibility of developing systems to process the orders using NYT's methodology. In addition, NYT advised AT&T that it wished to assess a charge of \$8.28 per exchange line/order for the manual processing, without offering any TELRIC-based cost support. AT&T believes that this amount far exceeds any reasonable measure of NYT's actual TELRIC-

based costs for this functionality, but must await NYT's cost analysis before making any final assessment.

In February 1997, AT&T and NYT worked out a compromise proposal, which NYT is still investigating for feasibility. In essence, NYT proposed to define a new transaction type that would convert a new resale customer with only limited basic functions (dial tone, blocking features and directory listings). AT&T could then request any additional features or services it wished to resell to the customer, and it would not have to identify or provide information about other NYT services (or USOCs) associated with that line that AT&T did not want to order. This proposal appears to be generally acceptable to AT&T, and NYT has promised a response on its willingness to provide this capability by March 31.

Q. WHAT DEMANDS HAS NYT MADE WITH RESPECT TO CHANGES TO CLEC SERVICE ORDERS?

A. NYT refused to accept changes to AT&T service orders between the time they were received and the time they were fully implemented in NYT's systems, which could be as much as 24 hours. This problem arises because, as described above, NYT is currently using manual intervention to process virtually all CLEC orders. Therefore, NYT does not guarantee to send a CLEC a Firm Order Commitment ("FOC") in less than 24 hours.

Q. IS THIS PARITY WITH THE WAY NYT HANDLES CUSTOMER REQUESTS FOR CHANGES?

A. No. AT&T understands that when a NYT customer calls in to change a recently placed service request, a NYT representative can modify the order while it is still being processed in NYT's systems.

Q. WHAT ARE THE COMPETITIVE AND CUSTOMER IMPACTS OF THIS DISCRIMINATORY PRACTICE?

A. From a customer perspective, this creates many possibilities for confusion, errors in service provisioning, and dissatisfaction with the CLEC. For example, customers may schedule a service to be terminated on a particular day while on the phone with a CLEC service representative, only to find out that they need to change the disconnect order to a later time. If a customer calls back to change a request before the order has been processed by NYT, the CLEC may not be able to change the scheduled disconnect date before NYT terminates the service. In another case, customers may call back to add a feature to an order, or to delete a feature that was ordered in a recent call with the CLEC representative. If the CLEC cannot enter this information as soon as it is received, some customers may be charged for services they did not want, and others may not get the services they expected. In the eyes of the customer, all of these errors affect the business reputation of the CLEC, not NYT.

Q. HAS NYT OFFERED TO MAKE ANY CHANGES TO THESE REQUIREMENTS?

A. Yes. In recent discussions, NYT indicated that it plans to return FOCs more promptly as it increases the number of orders that are processed in a fully automated manner. However, NYT has not made any formal commitments on this subject or documented its ability to return FOCs in a timely manner, which is necessary to resolve this problem. In addition, it is unclear whether NYT will ever apply fully automated processing to all orders, particularly orders for more than 10 lines. Thus, the issue may continue indefinitely for large business customers.

III. Deficiencies in NYT's Provisioning of Operator Services and Directory Assistance For Resellers

Q. WHAT ARE NYT'S OBLIGATIONS TO RESELLERS WITH RESPECT TO THE PROVISION OF CUSTOMIZED ROUTING OF OPERATOR AND DIRECTORY ASSISTANCE AND REBRANDING?

A. In its decision in the arbitration proceeding between NYT and AT&T, the Commission required that if NYT used the class of service ("COS") approach, it must complete the provision of customized routing and rebranding for resellers by June 1, 1997. If NYT uses the Advanced Intelligent Network approach, it must complete the provision of customized routing and rebranding by September 1, 1997.

Q. HAS NYT INDICATED WHICH APPROACH IT WILL TAKE?

A. Yes. NYT has stated that it will initially use the COS approach.

Q. DOES AT&T HAVE ANY CONCERNS THAT RESELLERS WILL NOT BE ABLE TO ORDER CUSTOMIZED ROUTING AND REBRANDING ON JUNE 1, 1997?

A. Yes. AT&T has serious concerns whether resellers will be able to place orders for customized routing and rebranding on June 1, 1997, because at this stage resellers do not have the information that they need from NYT in order to be able to order these services, assuming that they become available on June 1.

Q. PLEASE EXPLAIN.

A. Although AT&T and NYT have had technical discussions concerning the implementation of customized routing and rebranding, to date NYT has not furnished AT&T with any written documentation or instructions concerning the procedures that resellers will need to follow to order customized routing and rebranding.

Q. WHY IS THE LACK OF INFORMATION A PROBLEM FOR AT&T, IF NYT IS PREPARED TO PROVIDE CUSTOMIZED ROUTING AND REBRANDING BY JUNE 1?

A. NYT has stated that it will not advise CLECs of the ordering requirements until May 1997. Depending on the requirements that NYT imposes, the current lack of information could prevent CLECs from being able to order customized routing and rebranding on June 1. In its discussions with AT&T, NYT has suggested that it may require AT&T to indicate any customized routing or rebranding needs

on a customer-by-customer basis before NYT will accept an order for customized routing and rebranding. If NYT imposes such a requirement, AT&T will need to change its service order processing systems.

Q. WILL AT&T BE IN A POSITION TO ORDER CUSTOMIZED ROUTING AND REBRANDING ON JUNE 1 IF IT IS REQUIRED TO INDICATE ANY CUSTOMIZED ROUTING OR REBRANDING NEEDS ON A CUSTOMER-BY-CUSTOMER BASIS?

A. No. I estimate that it would take AT&T at least three months to modify its systems such that it would be able to indicate routing on a customer-by-customer basis. Thus, if NYT announces in May that resellers must follow the customer-by-customer procedure, AT&T would not be able to order customized routing and rebranding until August, at the earliest. Until that time, at a minimum, AT&T would be compelled to utilize NYT-branded OS/DA; in fact, AT&T might even be unable to submit any service orders for resale successfully.

Q. IS THE PROCEDURE FOR ORDERING CUSTOMIZED ROUTING AND REBRANDING STILL BEING DISCUSSED BY NYT AND AT&T?

A. Yes. As I have stated, the parties are still engaging in technical discussions on the issue, with another meeting scheduled later this week. NYT, however, has continued to suggest that it might require CLECs to indicate routing or rebranding needs on a customer-by-customer basis.

Furthermore, to date NYT has rejected the simplified

ordering procedures suggested by AT&T, which would not require any modification of current service ordering interfaces. Until NYT makes its requirements clear, there is no assurance that resellers will be able to order customized routing and rebranding on June 1, as required by the Commission.

Q. ARE THERE ANY OTHER OS/DA FUNCTIONS THAT NYT HAS NOT MADE AVAILABLE?

A. Yes. When a NYT retail customer uses NYT-branded OS and wishes to receive information about the rates that NYT offers for its services, the customer needs only to dial "0". However, if a CLEC uses rebranded OS services from NYT, its customers cannot obtain information about CLEC rates simply by dialing "0". NYT reports that this capability will not be available until early 1998. This is not only an OS problem, but also an example of NYT's failure to provide dialing parity.

IV. NYT's Failure to Propose Adequate Measurements to Demonstrate Compliance with Statutory Requirements

Q. ARE THE MEASUREMENTS NYT PROPOSES TO COLLECT SUFFICIENT TO DEMONSTRATE THE NYT HAS MET ITS STATUTORY NONDISCRIMINATION OBLIGATIONS WITH RESPECT TO OSS SYSTEMS?

A. No. There are many inadequacies in the NYT proposals described in Mr. Coffey's affidavit. First, numerous important measurements are not addressed at all, particularly measurements related to the availability,

timeliness and accuracy of NYT's OSS systems. These omissions include:

- (1) The absence of information regarding the responsiveness of NYT's systems to CLEC pre-ordering requests for Customer Service Records; due date availability for installation; telephone numbers; address verification; and service and feature availability;
- (2) Lack of data regarding the timeliness and accuracy of billing information provided to CLECs; and
- (3) Inadequate disaggregation of information regarding the timeliness and accuracy of NYT's service provisioning.

Q. WHY IS IT IMPORTANT FOR CLECs TO HAVE EQUAL ACCESS TO PRE-ORDERING INFORMATION?

A. Each of the above items is critical to determine whether CLECs are receiving nondiscriminatory and commercially reasonable access to the NYT services and capabilities that are required under Sections 251 and 271 of the Communications Act. Many pre-ordering transactions take place while a CLEC representative is on the telephone with a customer. Therefore, if CLEC service representatives experience significantly greater delays in receiving service installation or repair information from NYT, consumers will view the CLEC's services as inferior to, and not reasonably competitive with, NYT's.